

SUNY Downstate Medical Center

RESIDENT AGREEMENT OF APPOINTMENT*

Name: <<FirstName>> <<MiddleName>> <<LastName>>, <<Credentials>> PGY-
<<PGY>>, <<Status>>

Program: <<Program>>

1. TERM OF APPOINTMENT

1.1 The terms of this agreement of appointment cover the period of your training in the graduate medical education program in <<Program>> sponsored by SUNY Downstate Medical Center. You are appointed for one year, effective <<StartDate>> and ending <<EndDate>>, as a temporary Clinical Assistant Instructor at SUNY Downstate Medical Center and as a temporary member of the house staff at **University Hospital of Brooklyn** (UHB). These appointments are subject to renewal on an annual basis, in accordance with the laws of this State and the policies of the SUNY Board of Trustees, and subject to the final approval by the President of the SUNY Downstate Medical Center. Although this temporary appointment is expected to continue through <<EndDate>>, it may be ended at any time.

1.2 Resident rotations for the period of this Agreement will be in accordance with applicable requirements, policies, and guidelines of the Accreditation Council for Graduate Medical Education (ACGME) and Review Committee (RC). In fulfillment of residency training requirements, a resident physician may be required to perform services in one or more SUNY Downstate Medical Center affiliated hospitals. Although you may be employed by such other hospital during your training, this Agreement shall continue to be binding upon you.

1.3 By signing this agreement you affirm that you have never been convicted of, or entered a plea of guilty or nolo contendere to, a felony or any other crime involving moral turpitude and agree to promptly disclose any such actions, investigations, proceedings, convictions or pleas to SUNY Medical Center should they occur.

1.4 As a condition precedent to the appointment, you must provide, as described below in section 1.5 A - G, appropriate credentialing documentation to the SUNY Downstate Medical Center GME Office prior to your appointment as a SUNY Downstate Medical Center resident.

*This agreement refers to the SUNY Downstate Medical Center Brooklyn Resident Handbook that is available online at <http://www.downstate.edu/gme/handbook.html>

Residents will not be permitted to begin their clinical training without providing the GME Office with all required credentialing documentation as described below.

1.5 The following documents must be presented to the SUNY Downstate Medical Center GME Office for credentialing:

- A. Completed Residency Application
- B. **Original** Medical School Diploma
- C. **Official** Medical School Transcripts, with original Medical School Seal
- D. A letter from the Dean of the Medical School (MSPE)
- E. A minimum of two (2) letters of reference. These must be in English or be accompanied by certified translations.
- F. Proof of citizenship or legal employment status (i.e. naturalization papers, J-1 visa, etc.)
- G. For all International Medical School Graduates, an **original** current and valid ECFMG Certificate.
- H. Pre-employment physical examination. You will be required to pass a physical examination prior to the commencement date of your appointment.

In addition, if applicable, you may be required to present the following documents to the SUNY Downstate Medical Center GME Office no later than four weeks prior to the commencement of service: (1) a valid License to practice medicine in New York State; (2) a limited permit for residents in the department of Dentistry, Oral and Maxillofacial Surgery.

TRANSLATIONS: Any document not printed in English must be accompanied by an acceptable original translation, performed by a qualified translator, which includes all written and printed material on the original. Each translation must be accompanied by an Affidavit of Accuracy as described in the SUNY Downstate Medical Center Resident's Handbook.

2. RESIDENT RESPONSIBILITIES, DUTIES AND PRIVILEGES

Residents shall fulfill their duties and at all times conduct themselves in compliance with all applicable program and departmental rules and regulations, as well as applicable affiliated hospital policies and procedures, both personnel and operational and such specific rules and regulations as from time to time may be established for residents.

In accordance with the requirements of the Accreditation Council for Graduate Medical Education (ACGME), and the SUNY Downstate Medical Center Graduate Medical Education Committee (GMEC) residents will be provided with the opportunity or responsibility, as applicable to:

2.1 Develop a personal program of learning to foster continued professional growth with guidance from the teaching staff in anticipation of satisfying ABMS specialty board requirements.

- 2.2 Participate in safe, effective, and compassionate patient care, under supervision, commensurate with their level of advancement and responsibility.
- 2.3 Participate fully in the educational scholarly activities of their program and, as required, assume responsibility for teaching and supervising other residents and students.
- 2.4 Participate as appropriate in institutional programs and medical staff activities and adhere to established practices, procedures, and policies of the institution.
- 2.5 Have appropriate representation on institutional committees and councils whose actions affect their education and/or patient care.
- 2.6 Submit to the program director at least annually confidential written evaluations of the faculty and of the educational experiences.

3. SUNY DOWNSTATE MEDICAL CENTER RESPONSIBILITIES

As the sponsoring institution of your residency-training program, the SUNY Downstate Medical Center agrees to fulfill the following responsibilities:

- 3.1 Provide a program of graduate medical education based on the standards and requirements outlined by the Accreditation Council for Graduate Medical Education (ACGME) in the Institutional, Common Program, Specialty and Subspecialty requirements published on the ACGME web pages at <http://www.acgme.org>
- 3.2 Provide faculty and medical staff supervision for the professional and educational activities of the resident.
- 3.3 Through the Program Director, evaluate the educational and professional progress and achievement of the resident on a regular and periodic basis; a written summary shall be presented to and discussed with the resident at least once during each six-month period of training.
- 3.4 Provide the resident with opportunity to submit confidential written evaluations of the faculty and the educational experience.
- 3.5 Provide the resident with access to appropriate and confidential counseling, medical and psychological support services. (Please refer to SUNY Downstate Medical Center Resident's Handbook for details).
- 3.6 Provide an educational program for residents regarding physician impairment, including substance abuse, fatigue and sleep deprivation.
- 3.7 Provide training in ethical, socioeconomic, medical/legal, and cost-containment issues that affect GME and medical practice.
- 3.8 Limit resident work hours as described in the Institution GME Policy on Resident Work Hours and Fatigue and in accord with NYS DOH Section 405 Regulations and ACGME requirements.

4. CERTIFICATION OF COMPLETION

Upon satisfactory completion of the Residency Program, SUNY Downstate Medical Center will furnish to the resident a Certificate of Completion.

Physicians can focus on a specific area of a specialty and earn subspecialty certification that is essential for careers in teaching, research or practice restricted to that field. Specific information related to the eligibility for specialty board exams will be provided by the training program and can be accessed at the specialty board websites. See Certification in Section II of the Resident Handbook.

5. POLICY ON RESIDENTS APPOINTMENT AND REAPPOINTMENT

All appointments (contracts) are for a term of one year and each resident must be re-appointed for each subsequent year of training, contingent upon satisfactory performance during and completion of the current post-graduate training year as determined by program level evaluation and promotion policy. All residents are appointed as Clinical Assistant Instructors at SUNY-Downstate but are salaried by an affiliated hospital. Residents being appointed to the same program for a period of accredited training are expected to remain on the same salary source unless otherwise approved by GMEC (based on request of the Program Director for appropriate circumstances and with agreement by resident).

Recommendations for the appointment and reappointment of residents are initiated by the residency programs and sent to the Office for Graduate Medical Education.

Deadlines for Non-renewal of Appointment --A resident whose performance fails to meet the level of competence for reappointment shall be notified by his/her department in writing of the intent not to renew the contract. Residents who have July 1st appointments will be notified by November 15 (December 15th at PGY 1 or during first year in program). Programs that are not able to make determination of reappointment by this date must inform resident of this by this date and provide resident a date by which determination will be made as soon as feasible, which date shall be at least four months prior to the end of the contract year. In the event that the program, institution or employer determines that there is sufficient cause, a resident can be non-renewed or terminated prior to the completion of his/her term of appointment.

Specific guidelines for decisions on termination of contracts or non-reappointment are found in the Due Process and Appeals Policies.

Residents are expected to notify their department sufficiently in advance if they do not intend to return the following year. Residents who have signed a commitment for the following year are contractually bound to do so.

Appointment and/or reappointment do not constitute an assurance of successful completion of a residency program or post-graduate year. Successful completion is based on performance as measured by individual departmental standards.

6. POLICY ON LEAVES OF ABSENCE

In addition to vacation leave and sick leave, a leave of absence may be granted to SUNY-Downstate residents at the discretion of the Program Director.

Reasons for a Leave of Absence: A leave of absence may be granted for personal reasons such as dependent or elder care, or community service.

Dependent care is covered under the Family and Medical Leave Act in the case of serious health conditions.

Length of Leave: A leave of absence may be granted for not more than 12 months. A specific date of return to duty must be established. Leaves granted for less than 12 months may be extended, if requested prior to expiration, for up to a total absence of 12 months.

Return from Leave: A resident granted leave is assured of their position at the conclusion of the leave. The resident must keep the program apprised of his/her plans periodically, and in a timely fashion so as not to interfere with the scheduling of rotation assignments.

When a date of return is known, the resident must notify the Program Director to confirm arrangements for return to active status. Required length of notice may vary widely by program and it is the responsibility of the resident to provide notice in accordance with individual program requirements. A minimum notice of one month is desirable and is requested if feasible. A resident's failure to return from a leave or to return to a Program as arranged with the Program, will result in termination of employment.

It is up to the individual Programs to determine if any portion of an extended leave of absence must be made up, either in accordance with Review Committee or ABMS specialty board requirements of that discipline or at the Program Director's discretion. The availability of a salaried position to make up time taken during leave is not guaranteed.

Leave Application: The resident will present to the Program Director in writing a formal request for a leave of absence no less than thirty (30) days prior to the beginning date of the leave. In the case of an emergency, this time period may be waived. This request will include reason for leave, dates of leave, and expected return date. The Program Director, acting for the Department/training program, will decide and notify the resident in writing as to whether or not the request has been approved and if approved, any potential impact of the leave on resident fulfillment of training requirements.

7. GRIEVANCES, DISCIPLINARY ACTIONS, AND DUE PROCESS APPEAL POLICY

The Resident agrees that the continuation of her/his residency depends upon the satisfactory performance of assigned duties, and that failure to maintain a satisfactory performance, in the judgment of her/his Program Director, or resident misconduct, may result in termination of this Agreement and dismissal of the Resident from the Residency Program prior to the completion date. In the event of academic discipline, dismissal from the Residency Program or the event of certain adverse actions, the Resident shall be entitled to due process in accordance with the policies and procedures adopted by the Graduate Medical Education Committee (GMEC), and as published in the current edition of the SUNY Downstate Medical Center Residents Handbook.

8. COMPENSATION AND BENEFITS

8.1 Your stipend is payable biweekly at the annual rate of <<Compensation>>

8.2 Coverage of fringe benefits encompasses hospitalization, major medical insurance, prescription plan, group disability insurance, life insurance, vision care, as well as dental insurance.

HEALTH INSURANCE:

The cost of Health Insurance coverage is dependent upon the plan chosen and whether individual or family coverage is selected.

If you enroll in the Empire plan, the State pays 90 percent of the hospital, medical and mental health substance abuse components of the premium for Individual coverage. For Family coverage, the state pays 90 percent of those components of your premium as the enrollee, plus 75 percent of the cost of dependent coverage regardless of the number of dependents.

If you enroll in an HMO, the State pays 90 percent of the hospital, medical and mental health substance abuse components of the premium for Individual coverage. For Family coverage, the State pays 90 percent of those components of your premium as the enrollee, plus 75 percent of those components of the premium for dependent coverage regardless of the number of dependents. However, the State's dollar contribution for those components of your HMO premium will not exceed its dollar contribution for those components of the Empire Plan premium.

For the prescription drug component of your Empire Plan or HMO premium, the State pays 80 percent of your premium as the enrollee plus 75 percent of the cost of dependent coverage regardless of the number of dependents.

Coverage becomes effective on the 43rd day of employment. Failure to enroll in a Health Insurance Plan within the first forty-two (42) days of employment will result in an additional ten (10) week waiting period following the employee's completion of enrollment forms. Coverage for the first 42 days can be obtained by requesting and purchasing COBRA through prior employer at your own cost for new hires.

8.3 In addition, benefits include, up to 20 working days of vacation time and up to 15 working days sick leave per year. Leaves of absence without salary may be granted at the discretion of the residency program director in accordance with the SUNY Downstate GME Leave Policy. The Program Director will consider the applicable ACGME and RC requirements in determining whether such leave may be granted. It is possible that additional training after such leave may be needed for certification board requirements. However, no assurances can be given that the resident will be entitled to compensation during this additional period.

8.4 Under the Family and Medical Leave Act (**FMLA**) eligible employees may be provided with up to twelve weeks of paid or unpaid leave for certain family and medical reasons each calendar year. Employees are eligible if they have worked for the employer for at least one year and for 1,250 hours of service in the twelve months immediately preceding the leave. Please refer to the SUNY Downstate Medical Center Resident's Handbook for more information, or contact the director of your residency program.

8.5 A Fringe Benefits Explanation Sheet summarizing benefits of employment is updated and distributed to residents at hospital specific Orientation each year.

8.6 Residents on duty at any participating affiliated hospital will be provided sleeping quarters, laundry and food services as described for that affiliate in the SUNY Downstate Medical Center Resident's Handbook, Section IV.

9. PROFESSIONAL LIABILITY INSURANCE

9.1 SUNY Downstate Medical Center shall defend and indemnify, in accordance with the provisions of the New York State Public Officers Law, those residents who hold the SUNY faculty title of "Clinical Assistant Instructor" and are on the SUNY Downstate Medical Center payroll while at SUNY Downstate Medical Center Facilities as part of their training in integrated clinical programs in connection with any and all claims, suits and actions arising out of the residents' activities at SUNY Downstate Medical Center.

9.2 SUNY Downstate Medical Center shall defend and indemnify, in accordance with the provisions of the New York State public Officers Law, those residents who hold the SUNY faculty title of "Clinical Assistant Instructor" and are on the payroll of the Affiliate while they are on rotation to SUNY-Brooklyn facilities as part of their training in integrated clinical programs in connection with any and all claims, suits and actions arising out of the residents' activities at SUNY Downstate Medical Center.

9.3 Institutions affiliated with SUNY Downstate Medical Center shall defend, indemnify and hold harmless medical residents and fellows who hold the SUNY faculty title of "Clinical Assistant Instructor" and rotate to the Affiliate as part of their training in integrated or affiliated clinical programs, in connection with any and all claims, suits, actions, proceedings, expenses, including reasonable attorney's fees, costs, liability, loss or damage arising out of the residents' activities at the Affiliate.

9.4 Rotations to unaffiliated sites: Prior approval by the GME Committee and/or SUNY Downstate Risk Management Office is required to assure professional liability coverage under provisions of the New York State Public Officers Law for rotations to unaffiliated sites, including private office locations.

10. DISABILITY INSURANCE

All residents receive group disability insurance
TOTAL Group Disability Insurance:

- Free to employees
- Enrollment is automatic after 1 year of SUNY service. Prior to 1 year, short term disability insurance is available for purchase through NYSUT at (800) 626-8101 or through Aflac at www.aflac.com/uup or (518) 421-2050
- Benefits begin after 6 month total disability and benefits last until one of these events occurs:
- (1) You are no longer totally disabled; or
- (2) You attain one of these age or time limits:

AGE WHEN DISABILITY STARTS

MAXIMUM DURATION OF BENEFITS

61 years or younger
62 years
63 years
64 years
65 years
66 years
67 years
68 years
69 years or older

to age 65, or 3 years 6 months, if longer
3 years 6 months
3 years
2 years 6 months
2 years
1 year 9 months
1 year 6 months
1 year 3 months
1 year

Rate of benefit:

A monthly income benefit equal to 60% of the covered monthly salary not to exceed 7,500.00 The Monthly Income benefit is inclusive of any income benefits payable from Social Security and Workers' Compensation and the University's sick leave program.

A 13% monthly annuity premium benefit will be credited to TIAA/CREF during your disability period.

11. MOONLIGHTING

"Moonlighting" is prohibited unless (1) explicitly authorized in writing by the Program Director (2) the moonlighting is consistent with the Part 405 Regulations and with ACGME Duty Hours restrictions. (See SUNY Downstate GME Policy on Duty Hours), and (3) the moonlighting is conducted in compliance with this Policy. In no event shall residents be required to engage in any form of moonlighting. PGY1 residents are not permitted to moonlight.

Residents must devote themselves to the performance of Program requirements. Any permitted moonlighting must not interfere with the ability of the resident/fellow to achieve the goals and objectives of his or her Program.

Programs must have a written policy regarding moonlighting that identifies whether or not the Program allows residents to moonlight and, if a Program allows moonlighting; eligibility for moonlighting and applicable parameters (including maintenance of acceptable performance, hours and locations). Residents shall not moonlight while on call for a Program.

All residents engaged in External Moonlighting must be licensed or possess a permit for medical practice in the state where the moonlighting occurs. Internal Moonlighting does not require an independent license or permit provided the resident is under the supervision of program faculty or appropriately privileged and qualified physicians. It is the responsibility of the facility hiring the resident to verify that the physician is appropriately licensed or otherwise legally permitted to practice medicine. The resident and hiring facility must further assure that adequate professional liability coverage is provided for the moonlighting resident's services and shall independently determine whether the resident has the appropriate training and skills to carry out assigned duties. Professional liability coverage for external moonlighting activities is NOT provided through SUNY Downstate graduate medical education programs.

Permission to moonlight as a physician must be granted in writing by the Program Director following a written request from the resident. As part of the request, the resident shall provide the Program Director:

- (1) Proposed location of employment.
- (2) Responsibilities.
- (3) Schedule (number of hours per session, number of sessions per week, and times scheduled to work), including a statement and acknowledgement by the resident that the total of all hours spent in training and in moonlighting activities must be reported, will be counted and must comply with all duty hours rules and limitations and policies, including required duty-free rest periods between shifts and per week.
- (4) Acknowledgement that the trainee's performance in the training program will be monitored and that permission for moonlighting will be withdrawn if any adverse effect on trainee performance, the program or on patient care is noted.
- (5) An acknowledgement that liability coverage for moonlighting activities is not provided through SUNY Downstate's graduate medical education programs and that it is the responsibility of the resident to ensure that appropriate professional liability coverage is in place for his/her moonlighting activities,
- (6) Such additional information as may be requested or required by the Program or Program Director to evaluate the resident's request to moonlight.

A resident's request to moonlight and written approval by the Program Director should be submitted to the GME Office by the Program Director. A copy of the record of outside employment and permission will be included in the trainee's personnel folder and resident file. The Program Director may withhold or withdraw a moonlighting approval at any time, as the Program Director deems appropriate. The GME Office must be notified in writing of any withdrawal of approval of moonlighting.

This agreement is for residents on SUNY Payroll. Agreements for residents paid by other sources may vary.

Residents/fellows must report and record their moonlighting hours. Each Program Director shall maintain accurate records of all moonlighting hours and hours in approved outside employment by his/her postgraduate trainees (as reported by the trainees) so that he/she will have a record of their moonlighting activities.

All time spent by residents/fellows in Internal or External Moonlighting must be counted toward the ACGME work hour limit and comply with all other duty hour rules of the ACGME, the Part 405 Regulations and SUNY Downstate policies. In the event that violations of the work hours limitations are revealed, including failure of notification of moonlighting activities, appropriate disciplinary action may be taken against the resident according to the SUNY Downstate GME Grievance and Due Process Policy.

Performance of residents/fellows engaging in Internal or External Moonlighting must be monitored for any effect of these activities on performance in the training program or clinical environment, such as increased fatigue, which may lead to withdrawal of permission for moonlighting.

12. SUNY Downstate prohibits any restrictive covenant or non-competition guarantee to be included in resident contracts or agreements on the terms and conditions of appointment to an educational program.

13. INSTITUTIONAL POLICIES ON DISCRIMINATION & SEXUAL HARASSMENT

In accordance with Section III. Prohibited Conduct of the SUNY Downstate GME Sexual Misconduct Policy:

This policy prohibits sexual harassment, gender-based harassment and sexual violence (together "Sexual Misconduct") against any Downstate student, employee, patient or visitor. Sexual harassment includes unwelcome conduct of a sexual nature, such as unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, graphic and electronic communications or physical conduct that is sufficiently serious to adversely affect an individual's participation in employment, service experience or education or other Downstate activities.

Sexual harassment is considered a form of employee misconduct and an employee who engages in such conduct, or, managerial and supervisory personnel who knowingly allow such behavior to continue, shall be subject to discipline in accordance with applicable rules, policies and collective bargaining agreements.

Gender-based harassment is unwelcome conduct based on an individual's actual or perceived sex, including conduct based on gender identity, gender expression, and nonconformity with gender stereotypes that is sufficiently serious to adversely affect an individual's participation in employment, service experience, education or other Downstate activities.

Sexual violence is an umbrella term that includes: (1) sexual activity without affirmative consent, sexual assault, rape/attempted rape, and forcible touching/fondling; (2) dating, domestic and intimate partner violence; (3) stalking/cyberstalking ("stalking,") and (4) voyeurism.

Refer to the complete SUNY Downstate GME Sexual Misconduct Policy for comprehensive definitions and terms of this policy.

In accordance with SUNY Downstate Policy on Equal Opportunity and Non-discrimination, Section I:

The Office of Graduate Medical Education (hereinafter, "GME"), a division of The State University of New York (SUNY) — Downstate Health Sciences University' ("University" or "Downstate,") located in the historically diverse borough of Brooklyn, New York is committed to a policy of equal employment and equal access in its educational programs and activities. Diversity, inclusion, and an environment free from discrimination are central to Downstate's mission.

It is Downstate's policy —applicable to each of its five (5) colleges, including GME— to recruit, employ, retain, promote, and provide benefits to employees (including medical residents, fellows, paid and unpaid interns) and to admit and provide services for students without regard to race, color, creed, national origin, ethnicity, religion, age, gender (including gender identity and gender expression, pregnancy, childbirth and related conditions), sexual orientation, marital status, disability, genetic information, military or veteran status, status as a victim of domestic violence/stalking/sex offenses, or any other legally prohibited basis in accordance with SUNY policies, federal and state laws.¹

It is also Downstate's policy to provide reasonable accommodations when appropriate to individuals with disabilities, individuals observing religious practices, students, medical residents, fellows and employees who have pregnancy or child birth-related medical conditions, or students, medical residents, fellows and employees who are victims of domestic violence/stalking/sex offenses.

This policy also prohibits retaliation for reporting or opposing discrimination, or cooperating with an investigation of a discrimination complaint.

Refer to the complete SUNY Downstate Policy on Equal Opportunity and Non-discrimination for comprehensive definitions and terms of this policy.

Complaint Procedures:

Procedures for Filing Complaints:

1. Downstate employees may file complaints by downloading [ODI's Complaint Intake Form](#) available at www.Downstate.edu/diversity and emailing it to AskODI@downstate.edu.
2. Non-Downstate employees (e.g., visitors, vendors, patients) may also file complaints by downloading [ODI's Complaint Intake Form](#) available at www.Downstate.edu/diversity and emailing it to AskODI@downstate.edu. In addition, such individuals may file complaints by notifying ODI at (718) 270-1738 or by emailing AskODI@Downstate.edu.
3. An individual may file an anonymous complaint alleging a violation of this regulation. ODI will review such complaints to determine how they should be processed in light of the information provided. Science Building.

¹ As a public university system, SUNY adheres to federal and state laws and regulations regarding non-discrimination and affirmative action. Should any SUNY, federal or state law or regulation be adopted that prohibits discrimination based on grounds or characteristics not included in this policy, discrimination on those additional bases will also be prohibited by this policy.

14. I, the undersigned represent and warrant that I have read and understand the information contained herein and hereby agree to accept the terms shown above.

Resident <<s:sig1_____>>

Program Director <<s:sig2_____>>

SAMPLE